

EXHIBIT C

05/23/2016

Anthony Renzi
3299 Swan Drive
Vineland, NJ 08361

Dear Anthony Renzi:

Enclosed are the following documents for your review and consideration:

- A General Release and Waiver Transmittal Form
- A General Release and Waiver for your review and execution
- Information required under the Age Discrimination in Employment Act (ADEA)
- An Addendum to the General Release and Waiver

So that we may process your payment as quickly as possible:

- **Sign, date, and return the enclosed General Release and Waiver on or after your last day on the payroll.**
- **Complete the General Release and Waiver Transmittal Form**
- **Return the complete document (All Pages of the General Release and Waiver and Transmittal Form) to the address below:**

Management Severance Operations
105 Auditorium Circle - Room 8-V-07
San Antonio, TX 78205

- **It is recommended that you send by certified mail with proof of delivery.**

Please take note of the following conditions included in the Release in compliance with the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 et. seq.:

- You are encouraged to consult an attorney prior to executing the Release.
- You are entitled to a period of at least 45 days from the date you receive this document within which to consider and, if you so choose, execute the Release; however, you may elect to execute it prior to the expiration of 45 days.
- For a period of seven days following your execution of the Release, you may revoke the Release.

Your severance payment will be sent to your address of record, following the Company's receipt of the properly signed and executed waiver.

Sincerely,

Management Severance Operations

Attachments

**GENERAL RELEASE AND WAIVER
TRANSMITTAL FORM
16-119**

**TO: Management Severance Operations
105 Auditorium Circle, 8-V-07
San Antonio, TX 78205**

Attached is my signed General Release and Waiver. If you need to contact me in the future, my home address and telephone numbers are as follows:

Name: Anthony Renzi

PERNR: 00475225

Home Telephone
Number: _____

Cell Telephone
Number: _____

E-Mail Address: _____

Home Street Address: _____

City, State, Zip Code: _____

Termination Date: _____

Company Name: AT&T Mobility Services LLC

NOTE: It is recommended that you send this transmittal with **all pages of your signed Release** via certified mail with proof of delivery.

Attachment - Signed General Release and Waiver (all pages).

**GENERAL RELEASE AND WAIVER
AT&T INC. SEVERANCE PAY PLAN**

THIS GENERAL RELEASE AND WAIVER is entered into by and among **Anthony Renzi** (the "Employee"), **AT&T Mobility Services LLC** (the "Participating Company") and the AT&T Inc. Severance Pay Plan, an employee welfare benefit plan (the "Plan").

I. INSTRUCTIONS TO EMPLOYEE.

In order to receive the benefits of the Plan, you must sign this general release and waiver of claims (the "General Release and Waiver") in the exact form provided, without altering, deleting from, or adding to it. No benefits will be paid under the Plan until you sign and return this document.

This General Release and Waiver is an important document, which you should examine carefully before signing. You are encouraged to seek the advice of anyone you need to in order to make an informed decision, including your financial advisor. You should consult with an attorney before signing this General Release and Waiver.

II. TERMINATION OF EMPLOYMENT.

I understand that I was designated for company-initiated involuntary termination of employment on **05/23/2016**, and that in order to receive benefits of the Plan, I must sign and submit this General Release and Waiver. The General Release and Waiver will be considered valid only if I have terminated my employment as of the date I sign it.

III. PLAN BENEFITS.

There are two categories of Plan benefits, the Severance Allowance (described in Section A below) and the Management Transition Program (described in Section B below). Most employees are only eligible for the Severance Allowance benefit. Employees who are within twenty-four (24) months of meeting eligibility for retiree health benefits at the time of termination of employment, however, are eligible to choose **either** the Severance Allowance **or** the Management Transition Program, **but not both**. The space for electing the Management Transition Program is in Section B.3. below. If that election box is not completed, the Severance Allowance will apply.

A. Severance Allowance.

1. Eligibility for Severance Allowance. In accordance with the Plan, I understand that if I meet all eligibility requirements and either 1) I am not eligible for the Management Transition Program or 2) I am eligible for the Management Transition Program but I do not elect to participate in the Management Transition Program, I will receive a Severance Allowance.
Note: All Plan eligibility requirements are set forth in the Summary Plan Description for the AT&T Inc. Severance Pay Plan and any applicable summaries of material modifications which can be reviewed by going to the website link found in Paragraph 5 of your Surplus Notification Letter.
2. Amount of Severance Allowance. In accordance with the Plan, I understand that if I am eligible to receive a Severance Allowance, I will receive a cash payment, in the amount shown on the Severance Pay Computation form which I have received and acknowledged. This amount will be subject to all withholdings that the Participating Company in its sole discretion determines are necessary. This amount is a percentage of my Annual Basic Pay (as defined in the Plan), according to the following table:

Whole Number of NCS Years as of Date of Termination	Percent of Annual Basic Pay as of Date of Termination
0 - 1	4%
2	8%
3	12%
4	16%
5	20%
6	24%
7	28%
8	32%
9	36%
10	40%
11	44%
12	48%
13 or more	50%

For purposes of calculating severance allowance under this Plan, Net Credited Service (NCS) will be determined based upon years of service as of the employee's date of termination, using traditional mathematical rounding. For example, an Eligible Employee with 4 years, 6 months, and 15 days of Net Credited Service will receive benefits under this Plan based upon 5 years. An Eligible Employee with 4 years, 5 months, and 25 days of Net Credited Service will receive benefits under this Plan based upon 4 years. However, for purposes of determining whether an Eligible Employee is eligible for the minimum payment of 4% there shall be no rounding.

The Severance Allowance provided under this Plan shall not be included in considering my eligibility, if any, for benefits, or the amount of benefits, under any other applicable plan of AT&T Inc. or its subsidiaries.

3. Election of Form and Time of Payment. In accordance with the Plan, I understand that payment of the Severance Allowance will be in accordance with my irrevocable election on the Request to Defer Severance Allowance form or, if I made no timely selection, the default option described on that form. I understand that, without regard to the payment method I elect, no interest will be paid on the amount of my Severance Allowance.
4. Effect of Reemployment. I understand and acknowledge that, in accordance with the Plan, if I am reemployed by i) AT&T or an AT&T subsidiary, or ii) an outside employer that AT&T or an AT&T subsidiary has arranged to have offer employment to me, before my Severance Allowance has been paid, the unpaid portion shall cease to be owing and shall be forfeited. In addition, I understand and acknowledge that, if I am reemployed by i) AT&T or an AT&T subsidiary, or ii) an outside employer that AT&T or an AT&T subsidiary has arranged to have offer employment to me, after my Severance Allowance has been paid I will be obligated to repay to the Participating Company from which I received the Severance Allowance the percentage of the Severance Allowance shown on the following table:

Calendar days elapsed from termination to rehire:	Into a regular or temporary full-time position:	Into a regular or temporary part-time position:
30 or less	100%	80%
31-60	90%	70%
61-90	70%	50%
91-120	50%	30%
121-150	30%	10%
151-180	10%	0%
181 or more	0%	0%

5. Welfare Benefits Associated with the Severance Allowance. I understand and acknowledge that if, at the time of my termination of employment, I am not eligible to receive retiree life insurance benefits and/or medical benefits, and I am eligible to receive a Severance Allowance, and if I sign this General Release and Waiver, I will be eligible to receive the continued life insurance and medical coverage that is provided in those benefit plans for persons terminating employment under company-sponsored severance plans. As of the date of my termination, that coverage was as follows:

- Life Insurance. Basic and supplemental life insurance and accidental death and dismemberment coverage continues for six months and dependent life insurance coverage continues for three months, after which conversion to individual policies may be available.

I understand that to receive supplemental and dependent life insurance coverage, I must be enrolled prior to my termination and must continue to make the required contributions for coverage. I also understand that continued coverage will be at the level in effect prior to my termination of employment.

- Medical. I will receive company extended medical coverage for a period of twelve (12) months as described in the medical plan Summary Plan Description, and associated summaries of material modifications, which can be found by going on the intranet ("the Summary Plan Description") to the following website:

http://intranet.sbc.com/benefits/pparse.cgi?src=doc_type.phtml&bs2=spd

As described in the Summary Plan Description, this coverage will be integrated with COBRA, and the extended coverage shall be considered as part of my COBRA coverage. The Participating Company will pay the contributions toward this coverage specified in the medical plan in which I am enrolled, and I will be responsible for all other costs of this coverage. At the conclusion of the twelve (12) month period, I may be able to continue my COBRA coverage at my expense as described in the Summary Plan Description.

- Effect of Reemployment. I understand and acknowledge that the continued group medical and life insurance coverage described in Section III. A. shall cease on the date I am rehired by AT&T or an AT&T subsidiary and become covered under the same or another medical or group life insurance plan.

B. Management Transition Program

1. Eligibility for Management Transition Program. In accordance with the Plan, I understand that if I meet all eligibility requirements and I am within twenty-four months of eligibility for retiree benefits under the health and life insurance benefit plans in which I participate at the time of my termination of employment, I am eligible to elect to participate in the Management Transition Program. I understand that I will only be eligible to participate in the Management Transition Program if I elect to participate by placing an X in the box below, entitled "Election".

Management Transition Program benefits under this Plan will be based on full, completed years of service. For example, an Eligible Employee with 9 years, 6 months, and 15 days of Net Credited Service would be credited with 9 completed years of service.

Note: The rules that determine your eligibility for retiree health benefits are described in the Summary Plan Description and associated summaries of material modifications of the applicable employee benefit plans, which can be found by going on the intranet ("the Summary Plan Description") to the following website:

http://intranet.sbc.com/benefits/pparse.cgi?src=doc_type.phtml&bs2=spd

2. Management Transition Program Benefits. I understand that if I am eligible to elect to participate in the Management Transition Program, and I elect to do so, I will be eligible to receive (A) retiree life insurance, health benefits and applicable retiree discounts on company products/services as of the date of termination in accordance with the terms of the applicable plans, plus (B) a cash payment equal to 50% of the severance payment I would have received had I elected to receive cash only, less applicable withholding taxes on the full value of the severance benefit (cash payment plus retiree eligibility). I understand that, as mandated by federal law, I will be taxed at the applicable taxing rates for the value of the retiree life insurance and health benefit eligibility and the cash payment. Any residual Allowance dollars that remain after payment of taxes will be paid to me. I further understand that the Company reserves the right at any time, in its discretion, to amend or terminate the life insurance, health benefit plans and/or applicable retiree discounts on company products/services, including but not limited to the right to amend contribution rates, co-pays and deductibles.

Note: PTG 65 Point Terminees. If you qualified as a PTG 65-Point Terminee by 12/31/99 and are now within twenty-four (24) months of satisfying the Modified Rule of 75 as described in the medical Summary Plan Description, and associated summaries of material modifications, which can be found by going on the Summary Plan Description website shown above, then you are eligible to participate in the Management Transition Program:

- If you elect to participate in the Management Transition Program by checking the box in Section 3. below and you sign this General Release and Waiver without subsequently revoking your election, your retiree contributions will be determined under the terms of the benefit plans for retirees satisfying the Modified Rule of 75.
- If you do not elect to participate in the Management Transition Program, your retirement contributions and benefits will be determined under the terms of the benefit plans for retirees who qualified as a PTG 65 Point Terminee by 12/31/99, as described in the medical Summary Plan Description, and associated summaries of material modifications, which can be found by going on the Summary Plan Description website shown above, and you will be eligible to receive a Severance Allowance upon receipt of a fully executed waiver.

3. Election**IMPORTANT: THE ONLY WAY TO PARTICIPATE IN THE MANAGEMENT TRANSITION PROGRAM IS TO CHECK THE BOX BELOW.**☐

I meet the eligibility requirements for the Management Transition Program and I elect to participate in the Management Transition Program. In accordance with the Plan, I understand that if I elect the Management Transition Program, I will receive a cash payment, in the amount shown on the Severance Pay Computation form which I have received and acknowledged.

- An employee who elects the Management Transition Program will receive a cash payment equal to 50% of the Severance Allowance (net of tax withholding) and become eligible to receive retiree life insurance, health benefits and applicable retiree discounts on company products/services as of the date of termination in accordance with the terms of the applicable plans. The aggregate value of the cash payment, the retiree life insurance and health benefits, and applicable retiree discounts on company products/services provided under the Management Transition Program will be equal to the value of the cash payment that would have been made had the employee elected the Severance Allowance instead of the Management Transition Program.
- An employee who elects the Management Transition Program will not receive the Severance Allowance, but, instead, will:
 - Receive 50% of the Severance Allowance, net of tax withholding, that would have been made had the individual elected the Severance Allowance instead of the Management Transition Program
 - The cash payment will be reduced by applicable withholding taxes on 100% of the value of the Management Transition Program benefits (the cash payment plus the value of the eligibility for retiree life insurance and health benefits, and applicable retiree discounts on company products/services, which equals the amount of the Severance Allowance)
 - Any remaining dollars, after tax withholdings, will be paid to the surplus manager
- Eligibility for retiree life insurance and health benefits, and applicable retiree discounts on company products/services will be governed by the life insurance, health, and retiree discount plans./policies. terms regarding retiree benefits, as they may be amended from time to time.
- The Company reserves the right at any time, in its discretion, to amend or terminate the retiree life insurance, health benefit, and applicable retiree discount plans/policies, including but not limited to the right to amend contribution rates, co-pays, co-insurance, and deductibles. An Eligible Employee will not acquire a lifetime right to any retiree life insurance, health benefit, or retiree discounts on company products/services or to the continuation of any retiree life insurance, health benefit, or retiree discount on company products/services merely by reason of electing the Management Transition Program.

Example #	Parameters	\$ Value
1	Eligible manager with 20 plus years of service & 53 years old electing MTP; Base Pay = \$60,000	
	Severance Allowance (\$60,000 Base Pay X 50% for 20 whole years of service) =	\$30,000
	50% of Severance Allowance	\$15,000
	Estimated Applicable Taxes	\$10,995
	Cash payment paid to surplus employee who elected MTP	\$4,005

2	Eligible manager with 18 years of service & 55 years old electing MTP; Base Pay = \$85,000	
	Severance Allowance (\$85,000 Base Pay X 50% for 18 whole years of service) =	\$42,500
	50% of Severance Allowance	\$21,250
	Estimated Applicable Taxes	\$15,576
	Cash payment paid to surplus employee who elected MTP	\$5,674
3	Eligible manager with 9 years of service & 63 years old electing MTP; Base Pay = \$60,000	
	Severance Allowance (\$60,000 Base Pay X 36% for 9 whole years of service) =	\$21,600
	50% of Severance Allowance	\$10,800
	Estimated Applicable Taxes	\$7,916
	Cash payment paid to surplus employee who elected MTP	\$2,884

The estimated tax rates are: Federal 25%, Social Security 4.2% and Medicare 1.45%; state and local taxes 6%, though these rates are purely for the purpose of the example.

C. Outplacement Counseling - I understand and acknowledge that I am entitled to receive outplacement counseling benefits and that these benefits must begin within 60 days of my last date on payroll.

D. Effect of Loss of Eligibility - I understand and acknowledge that I am not eligible for Plan benefits if I lose Plan eligibility, and that I will lose Plan eligibility if I die before I complete this General Release and Waiver, or I elect not to receive benefits under the Plan or fail to complete and submit this General Release and Waiver in a timely manner.

IV. GENERAL RELEASE AND WAIVER OF CLAIMS.

I elect to receive the Plan benefits specified under Section III of this General Release and Waiver and understand that the Plan benefits are being paid in consideration for terminating my employment with the Participating Company and my release and waiver of claims as set forth below.

I also understand that, as provided in the Older Workers Benefit Protection Act of 1990, I have been advised to consult with an attorney before signing this General Release and Waiver, that I have a period of up to at least 45 days in which to consider this General Release and Waiver, that I may revoke this General Release and Waiver within seven (7) calendar days after signing it and that this General Release and Waiver is not effective or enforceable until expiration of that seven-day period. I also acknowledge that I have been provided with a notice as required by the Older Workers Benefit Protection Act of 1990 that contains information about the decisional unit involved, eligibility factors for participation in the Plan, time limits applicable to the Plan, the job titles and ages of the employees designated to participate in the Plan and the job titles and ages of all individuals in the same decisional unit who have not been designated to participate in the Plan.

I understand that there are various local, state and federal laws that govern any employment relationship with the Participating Company and/or prohibit discrimination on the basis of age, color, race, gender, sexual orientation, marital status, national origin, mental or physical disability, religious affiliation or veteran status. Such laws include, but are not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. By signing this General Release and Waiver, I intend to give up any rights I may have under these or any other laws with respect to my employment and to the termination of my employment with the Participating Company.

In exchange for the Plan benefits described under Section III of this General Release and Waiver, I hereby release the Plan, AT&T Inc. and the Participating Company and their current and former parents, subsidiaries, affiliates, successors or assigns (the "Companies"), and the Companies' current and former officers, directors, employee benefit plans, employees and related parties (Released Parties) from any claims, liabilities, demands or causes of action, whether for discrimination, breach of contract, or any other claim, including but not limited to claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act (FMLA), the Worker Adjustment and Retraining Notification (WARN) Act, or the Employee Retirement Income Security Act (ERISA), that I may have or claim to have had as of or prior to the date of this General Release and Waiver against any Released Parties based on my employment with the Companies or the termination of that employment, except for any vested pension or savings benefits under the terms of any employee benefit plan other than the AT&T Inc. Severance Pay Plan and except claims for commission(s) on sales made during the current Sales Compensation Plan year or claims for commission(s) on sales made during the Sales Compensation Plan year immediately prior to the current Sales Compensation Plan year.

I agree that any wages and overtime payments owed me have been paid (except for any amounts I claim are due and owing which I have listed at the end of this General Release and Waiver), and that the benefits extended to me in exchange for this General Release and Waiver are in addition to all such amounts. "Wages" as referred to in the immediately preceding sentence does not include commission(s) on sales made during the current Sales Compensation Plan year or the Sales Compensation Plan year immediately prior to the current Sales Compensation Plan year.

This General Release and Waiver shall not affect my right to receive or enforce through litigation any indemnification rights to which I am entitled as a result of my past employment by the Company or AT&T (including its subsidiaries and affiliates).

Without limiting the generality of the foregoing, I agree that I will not bring or participate in any class action or collective action against the Company which asserts, in whole or in part, any claim(s) which arose prior to the date I sign this Agreement, whether or not such claims are covered by the Release.

The provisions of this General Release and Waiver set forth the entire agreement between me and the Companies concerning termination of my employment. Any other promises or representations, written or oral, are replaced by the provisions of this document and are no longer effective unless they are contained in this document. If a court determines that any part of this General Release and Waiver is not valid, the other parts will still remain valid and enforceable.

By signing below, I acknowledge that my election to accept the benefits of the Plan, and to release any claims described above, is knowing, free and voluntary and will become irrevocable seven calendar days after I sign this General Release and Waiver.

In addition, I hereby acknowledge by my signature that I have carefully read and fully understand all of the provisions of this document. I have been encouraged to consider this document carefully and to seek legal and financial advice before signing it.

By: _____
Employee Signature

Date

Participating Company and the AT&T Inc.
Severance Pay Plan, Director - Human Resources

Date

**AGE DISCRIMINATION IN EMPLOYMENT ACT (ADEA) INFORMATION
NOTICE UNDER THE OLDER WORKERS BENEFIT PROTECTION ACT**

The following information is provided pursuant to the Older Workers Benefit Protection Act of 1990.

A. Decisional Unit.

The Decisional Unit is named at the top of the attached document.

B. Eligibility Factors.

The AT&T Inc. Severance Pay Plan ("Severance Plan") covers active, regular, full-time management employees and regular part-time management employees (those who work 20 or more hours per week) of AT&T Inc. subsidiaries ("managers") who have been designated for company initiated involuntary termination of employment and who have been designated as participants in the AT&T Severance Pay Plan by the Plan Administrator or his delegate.

An employee is not eligible for designation as a participant if:

- a. the manager's termination is voluntary and not initiated by the employer;
- b. the manager's termination is the result of misconduct;
- c. the manager's termination is the result of performance related problems, unless the termination results from a force reduction in which job performance is a factor in the decision to terminate the manager's employment; or
- d. the manager is eligible for benefits under an AT&T Inc. or affiliate company retention plan

There are two categories of Plan benefits, the Severance Allowance and the Management Transition Program. Designated participants who are within twenty-four months of meeting the Modified Rule of 75 for eligibility for retiree health benefits at the time of termination of employment are eligible to choose either the Severance Allowance or the Management Transition Program, but not both. All other designated participants are eligible for the Severance Allowance only.

C. Time Limits.

To receive benefits under the AT&T Severance Pay Plan, a designated manager must terminate employment with AT&T no later than the date determined by AT&T, and must sign the Release and Waiver form (the "Release"). All designated managers will be provided the opportunity of having a period of at least 45 days within which to consider the Release before signing it. Once the Release has been signed, the designated manager has 7 days within which he or she may revoke the Release.

AT&T Inc. reserves the right to terminate the Severance Plan(s) at any time; however, any participant designations already made at the time of the Plan's termination will not be withdrawn because of such a Plan termination.

D. Attachment.

Attached is a listing of the ages and job titles of persons in the Decisional Unit who were and were not selected for participation in the Plan.

**ADDENDUM TO GENERAL RELEASE AND WAIVER
AT&T INC. SEVERANCE PAY PLAN
(FOR ALL AT&T EMPLOYEES)**

If you are employed by AT&T Corp. or one of its subsidiaries, the following applies to you:

Nothing in this General Release and Waiver limits your rights to participate and recover damages or other relief in a case known as "Engers, et.al. v. AT&T Management Pension Plan", Civil Action No. 98-CV-3660 (NHP), which alleges ADEA and ERISA violations in Legacy AT&T's cash balance pension program for management employees, and is currently pending before the United States District Court for the District of New Jersey.